



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Brathwaite Burke
Second District

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Third District

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Fourth District

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Fifth District

July 8, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF PARAMEDIC PEDIATRIC EDUCATION PROGRAM AGREEMENT
WITH LONG BEACH MEMORIAL MEDICAL CENTER
(4th District) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to accept and sign a sole source Paramedic Pediatric Education Program Agreement with Long Beach Memorial Medical Center (Exhibit I) for the provision of paramedic training to the County's Paramedic Training Institute students for the specialized care of pediatric patients, effective upon Board approval through June 30, 2008, with no net cost to the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

In approving this Agreement, the Board is delegating authority to the Director, or his designee, to enter into a sole source agreement with Long Beach Memorial Medical Center (Long Beach) to provide for the continuation of the Paramedic Pediatric Education Program (Program) for Los Angeles County (County) Paramedic Training Institute students for the specialized care of pediatric patients.

The Program Agreement with Long Beach Memorial Medical Center (Agreement) will replace a current Internal Services Department (ISD) purchase order for the Long Beach program. Because the training program is ongoing, ISD has requested that the Department of Health Services (DHS) establish a Board approved Program Agreement.

FISCAL IMPACT/FINANCING:

The maximum obligation of the Agreement of \$25,100 is included in the FY 2004-05 Adopted Budget, which is 100% offset from State appropriated funds allocated through Agreement No. H-205522 with the El Camino Community College District which provides reimbursement to the County's Paramedic Training Institute. There is no net cost to the County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The Program provides education for up to 180 paramedic students. The Program includes training of five classes per year with 30-36 students per class, each student receiving 20 hours of highly specialized paramedic pediatric training. The sessions include lectures by experts in the field, hands on simulations, and supervised clinical experience in the Pediatric Intensive Care, newborn nursery, and the emergency department. Enrollment in the Program includes community college students, fire department employees, and other public and private agency personnel. Because of its quality, EMS supports the Long Beach Program as a vital experience for the paramedic student.

On June 20, 2000 the Board approved Agreement No. H-205522 with the El Camino Community College District which provides reimbursement to the Paramedic Training Institute. The cost of this Program will be reimbursed through this Agreement.

The agreement period is effective upon Board approval through June 30, 2008.

DHS will be responsible for program administration and monitoring of this Agreement on behalf of the County.

The Agreement may be terminated by either party with the provision of 30-days prior written notice.

The recommended actions are consistent with DHS' goal of providing excellence of service to the residents of the County.

County Counsel has approved the Agreement (Exhibit I) as to use and form.

Attachment A provides additional information.

CONTRACTING PROCESS:

Purchase orders have been used to fund Long Beach Program since 1999. The current purchase order will expire on June 30, 2004. ISD has requested DHS to establish a formal agreement because of the long-term nature of the Program.

Because the Program facilities at Long Beach Memorial Medical Center are unique, i.e., Long Beach has the physical environment, patients, and services necessary to offer quality pediatric education in accordance with the Title 22, Article 3 regulatory standards for paramedic training programs, and because of its record of providing excellent service to the County, DHS has determined that this is a sole source contract.

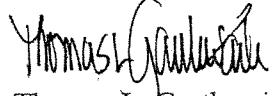
IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the recommended action will enable the Paramedic Training Institute to continue to provide quality pediatric education for paramedic students, and to retain its accreditation status with the Commission on Accreditation of Allied Health Education Programs. Such accreditation is required to be designated as a State EMS Authority approved paramedic training program for paramedics.

The Honorable Board of Supervisors
July 8, 2004
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When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Thomas L. Garthwaite".

Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:cvm

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

BLETCD3433:CVM
cvm:06/24/04

SUMMARY OF AGREEMENT

1. Type of Service:

Paramedic Pediatric Education Program for the provision of paramedic training for the specialized care of pediatric patients.

2. Agency Addresses and Contact Persons:

Long Beach Memorial Medical Center
2801 Atlantic Avenue
Long Beach, California 90806-1737
Contact: Patricia Meier, Prehospital Care Coordinator
Telephone: (562) 933-1461

3. Term:

Effective upon Board approval through June 30, 2008. This agreement may be terminated by either party with the provision of 30-days prior written notice.

4. Financial Information:

There is no net cost to the County.

5. Supervisory District:

4th District.

6. Approvals:

| | |
|-----------------------------|--|
| Emergency Medical Services: | Carol Gunter, Director |
| Contract Administration: | Irene E. Riley, Director |
| County Counsel: | Edward A. Morrissey, Deputy County Counsel |
| CAO Budget Unit: | Greg Polk, Budget Analyst |

BLETC3433:CVM
cvm:06/24/04

EXHIBIT I

CONTRACT No. _____

PARAMEDIC PEDIATRIC EDUCATION PROGRAM AGREEMENT
WITH LONG BEACH MEMORIAL MEDICAL CENTER

AGREECD3433:CVM
cvm:07/08/04

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EXHIBITS:

- EXHBIIT A - ESTIMATED EXPENSES 2003-04
- EXHBIIT B - JURY SERVICE EMPLOYEE PROGRAM APPLICATION FORM
- EXHBIIT C - SAFELY SURRENDERED BABY LAW EMPLOYEE NOTICE

Contract # _____

PARAMEDIC PEDIATRIC EDUCATION PROGRAM AGREEMENT
WITH LONG BEACH MEMORIAL MEDICAL CENTER

THIS AGREEMENT is made and entered into this _____ day
of _____, 2004,

by and between COUNTY OF LOS ANGELES (hereafter
"County"),

and LONG BEACH MEMORIAL MEDICAL
CENTER (hereafter "Contractor").

WHEREAS, The Los Angeles County Paramedic Training
Institute ("PTI") is a section of the Department of Health
Services and local Emergency Medical Services Agency (hereafter
"Department", "local EMS Agency", "Agency", or "DHS"); and

WHEREAS, DHS has an approved paramedic training program
that adheres to the State requirements for paramedic training
set forth in Title 22, Division 9, Chapter 4, Article 3,
California Code of Regulations; and

WHEREAS, the care of pediatric patients is a specialty
service and requires specialized training by experts in the
field of pediatric care in an environment that provides exposure
to a variety of pediatric patients; and

WHEREAS, Contractor specializes in the care of pediatric patients and has a facility and the interest in providing paramedic students with the training and experience to handle pediatric emergencies; and

WHEREAS, County and Contractor intend and desire to cooperate in the education of paramedic students in the field of pediatrics; and

WHEREAS, County and Contractor intend to establish the specific duties and services of the parties with respect to the matters addressed herein; and

WHEREAS, Director of DHS has determined that the Contractor Services to be rendered herein are of a specialized nature and are to be provided on an occasional and intermittent basis; and

WHEREAS, this Agreement is authorized by provisions of Government Code Section 31000 among others.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree hereto as follows:

1. TERM: The term of the agreement shall commence and become effective upon the date of Board of Supervisors' approval and shall continue in full force and effect to and including June 30, 2008, unless sooner terminated, revoked, or cancelled pursuant to the terms of this Agreement.

2. DESCRIPTION OF SERVICES AND RESPONSIBILITIES:

A. Responsibilities of Contractor:

(1) Conduct paramedic training extension courses approved by PTI's Medical Director focusing on pediatric care to satisfy Health and Safety Code requirements for paramedic licensure and to meet the needs of County approved emergency services provider agencies. Such courses shall be provided at Contractor's facility.

(2) Develop a specialized course curriculum to include objectives from the National Curriculum of Paramedics and the most current and accepted information in the community, such as Pediatric Education for Pre-Contractor Professionals ("PEPP"). The curriculum and any major changes to the curriculum shall be discussed in advance with and approved by PTI's Medical Director but, shall generally follow the proposals defined in Exhibit "A" attached hereto and incorporated herein by reference.

(3) Maintain a pediatric class program consisting of twenty (20) hours of training per student satisfying the Department of Transportation

Paramedic National Standard Curriculum (H5900 089), as updated with substantially similar curriculum as determined by the County to provide students with exposure to as many areas of pediatric care as possible, including but not limited to, newborn nursery, pediatric intensive care and emergency department. Staff of Contractor conducting the class are subject to the prior approval of Director of DHS, or his designee.

(4) Continuously evaluate the quality of instruction to ensure it meets the needs of the PTI students.

(5) Maintain records of attendance of all PTI students participating in the program. Give students appropriate cards, or other documentation for successful completion of each extension course of instruction.

(6) Maintain an adequate number of qualified staff as described in Exhibit "A" attached hereto and incorporated herein by reference

(7) Accept, recognize, and adhere to County's established policies and procedures concerning PTI

student academic performance and discipline. Where County's policies and procedures conflict with this Agreement, in the determination of County, such policies and procedure shall prevail.

(8) Provide a liaison between the Contractor and PTI staff designated by PTI's Medical Director to assist with scheduling of the training program, monitoring of students, and to serve as a resource on pediatric care.

(9) Allow PTI faculty to make periodic visits to evaluate the training program.

(10) Provide emergency care to paramedic students needing such care, while on the premises of Contractor's facility as Paramedic Students. Students or their third party payers shall be responsible for the cost of such care.

(11) Notify PTI's Medical Director or his/her designee of the names of students and their addresses who have successfully completed a Contractor training program hereunder.

B. Responsibility of County/Department:

(1) Maintain an approved PTI for the conduct of training classes.

(2) Verify that each student enrolls in the program as a certified EMT-I, holding a current Basic Life Support Certification.

(3) Be responsible for grading students and for taking appropriate disciplinary action for deficient academic performance or for violation of PTI rules, in accordance with State or County regulations and policies. Keep PTI's Medical Director or his/her designee apprised of any such disciplinary action.

(4) Issue an extension course completion record to each student who has successfully completed the training program based on Contractor's notice of such completion.

(5) Ensure that each student has comprehensive general liability and professional liability insurance coverage with no less than \$1,000,000 per occurrence, with an aggregate of \$3,000,000.

(6) Provide all required extension course completion information to State licensing agencies regarding students.

(7) Maintain accreditation as an approved paramedic training program under pertinent provisions of the Health and Safety Code and Title 22, California Code of Regulations.

(8) Ensure that each student receives an orientation to Contractor settings that meets Joint Commission on Accreditation of Healthcare Organizations' requirements, or is otherwise an approved provider in the Medicare program.

(9) Verify that each student has fulfilled vaccination requirements and health screenings.

(10) Develop a schedule for PTI student rotation, in conjunction with Contractor.

3. ADMINISTRATION: The Director of County's Department of Health Services, or his/her authorized designee (hereafter jointly referred to as "Director") shall have the authority to administer this Agreement on behalf of County. Contractor's Administrator shall designate a person who shall have the authority to administer this Agreement on behalf of Contractor.

4. PAYMENT OF SERVICES: County shall reimburse Contractor for the course curriculum development, pediatric class program provided, qualified staff and administration time provided, as

follows:

Total maximum amount to be paid under this Agreement, as defined in Exhibit "A" attached hereto and incorporated herein by reference, shall not exceed the amount of \$5,020.00 per class, attached hereto Exhibit A, not to exceed five (5) classes per County July 1 - June 30 fiscal year, with a maximum amount no to exceed \$25,000.

5. RECORDS AND AUDITS:

A. Educational Records: Contractor and County shall each and separately maintain accurate and complete records which shall include a record of educational services provided in sufficient detail to permit an evaluation of services in accordance with Education Code and Health and Safety Code provisions and regulations of Title 22, California Code of Regulations, and County policies and procedures. Such records shall be open to the respective inspection and audit by authorized professional staff of the Contractor, staff of County authorized by Director, and the State Emergency Medical Services Authority, where such inspection and audit does not conflict with the Pupil Record Act of the Education Code.

B. Financial Records: Contractor and County shall

each separately maintain accurate and complete financial records of its activities and operations as they relate to services provided under this Agreement. All such records shall include supporting documentation and other information sufficient to fully and accurately reflect Contractor's and County's provision of services hereunder. All such records shall be retained by Contractor and County for a minimum period of five (5) years following the expiration or termination of this Agreement or longer as otherwise required by law. All such records shall be open to inspection and audit at reasonable times by an authorized representative of Contractor, the State Emergency Medical Services Authority, other authorized State agencies, and of authorized staff of County's Department of Auditor-Controller or of staff authorized by the Director. Any audit of Contractor records conducted by County staff shall include a meeting between the parties for County to advise Contractor of preliminary findings, if requested by Contractor's Administrator.

6. REPORTS: Contractor shall make written reports as required by Director, concerning Contractor's activities as they affect the contract duties and purposes contained herein. In no

event, however, may Director require such reports unless it has provided Contractor with at least thirty (30) days prior notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

7. HOSPITAL'S OFFICES: Hospital's business offices are located at Long Beach Memorial Medical Center, 2801 Atlantic Avenue, Long Beach, California 90806-1737, and shall be used for the mailing of all County correspondence formally affecting this Agreement. Hospital shall notify in writing those County representatives listed in the Paragraph 61 hereinbelow of any change in its business address at least ten (10) days prior to the effective date thereof.

8. COUNTY'S OFFICES: County's business offices are located at Los Angeles County, Department of Health Services, Emergency Medical Services Agency, 5555 Ferguson Avenue, Suite 220, Commerce, California 90022. County shall notify in writing those Hospital representatives listed in Paragraph 61 hereinbelow of any change in this business address at least ten (10) days prior to the effective date thereof.

9. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of

race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, or sexual orientation in accordance with all applicable requirements of Federal and State law or in any manner on the basis of the client's/ patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different or is provided in a different manner or at a different time from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit. Contractor shall take positive steps to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, or physical or mental

handicap.

Facility access for handicapped must comply with the Rehabilitation Act of 1973, section 504, where Federal funds are involved, and Title III of the Federal Americans with Disabilities Act of 1990.

Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures.

A copy of such procedures, as identified hereinabove, shall

be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

10. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to, or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, and in compliance with all anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or

termination, rates of pay or other forms of compensation, and selection for training to conduct paramedic training, including apprenticeship.

C. Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.

D. Contractor shall allow County representatives access to its employment records related to this Agreement during regular business hours to verify compliance with these provisions when so requested by Director.

E. If County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which County may determine to cancel, terminate, or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that

Contractor has violated the anti-discrimination provisions of this Agreement.

F. The parties agree that in the event Contractor violates the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to a sum of five-hundred dollars (\$500) pursuant to Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

11. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of undocumented aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers and employees from employer sanctions and any other liability which

may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

12. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

13. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall use its best efforts to assure that no employee will perform services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

14. INDEPENDENT CONTRACTOR STATUS: This Agreement is by and between the County and Contractor and is not intended and shall not be construed, to create the relationship of agent,

servant, employee, partnership, joint venture, or association, as between County and Contractor.

Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, employees solely of Contractor and not of County. Contractor shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person employed by Contractor for injuries arising from or connected with services performed on behalf of Contractor pursuant to this Agreement.

15. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connect with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

16. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County, and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following

programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Contract Administrator, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor East, Los Angeles, CA 90012 prior to commencing or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty 30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as

insureds for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporated surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this

Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims or Suits:

Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to County contract manager and/or liaison.

(4) Any loss, disappearance, destruction,

misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

17. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability: Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

| | |
|--|-------------|
| General Aggregate: | \$2 million |
| Products/Completed Operations Aggregate: | \$1 million |
| Personal and Advertising Injury: | \$1 million |
| Each Occurrence: | \$1 million |

B. Automobile Liability: Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability:

Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other federal law for which Contractor is responsible.

In all cases, the above insurance also shall include

Employers' Liability coverage with limits of not less than the following:

| | |
|--------------------------|-------------|
| Each Accident: | \$1 million |
| Disease - policy limit: | \$1 million |
| Disease - each employee: | \$1 million |

D. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.

18. LICENSES AND COMPLIANCE WITH APPLICABLE LAW:

Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, and certificates required by law which are applicable to the operation of its facility and for the provision of services hereunder. Contractor shall further ensure that all its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, and certificates required by law which are applicable to the performance hereunder. Contractor shall further comply with all Federal, State, and local laws, ordinances, regulations, and

directives applicable to its performance hereunder.

19. CONFLICT OF INTEREST: No County employee whose position in County enables him or her to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement.

20. CONFIDENTIALITY: Contractor shall maintain confidentiality of records in accordance with all applicable State and Federal laws and regulations relating to confidentiality of records and Contractor shall inform all its officers, employees, and agents of said confidentiality provisions. Contractor agrees to indemnify, defend, and save harmless the County of Los Angeles, its officers, agents and employees against any and all liability and demands arising out of the disclosure of records by Contractor, its officers, agents, or employees.

21. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ('HIPAA'). Contractor understands and agrees that, as a provider of medical treatment services, it is

a 'covered entity' under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

"CONTRACTOR AND COUNTY UNDERSTAND AND AGREE THAT EACH IS INDEPENDENTLY RESPONSIBLE FOR HIPAA COMPLIANCE AND AGREE TO TAKE

ALL NECESSARY AND REASONABLE ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPAA LAW AND IMPLEMENTING REGULATIONS RELATED TO TRANSACTIONS AND CODE SET, PRIVACY, AND SECURITY. EACH PARTY FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY (INCLUDING THEIR OFFICERS, EMPLOYEES, AND AGENTS), FOR ITS FAILURE TO COMPLY WITH HIPAA."

22. UNLAWFUL SOLICITATION: Contractor shall inform all of its employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall ensure that all persons are referred to the attorney referral service of the Los Angeles County Bar Association.

23. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION: Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing federally funded

contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

24. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph,

such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, as a consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

Shareholders or partners, or both, of Contractor may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole

judgment, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all Agreement services and other work. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

25. MERGER PROVISION: This contract document and its attachments fully expresses all understandings of the parties concerning all matters covered and shall constitute the total agreement of the parties. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

26. GOVERNING LAWS, JURISDICTION, AND VENUE: This Agreement shall be construed in accordance with and governed by the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

27. ALTERATION OF TERMS: The body of this Agreement, together with the exhibits hereto, fully expresses all matters covered and shall constitute the total Agreement. Except as specifically provided herein, no addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in writing and formally adopted in the same manner as this Agreement.

28. TERMINATION FOR INSOLVENCY:

A. County may terminate forthwith this Agreement for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor: Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Code or not.

(2) The filing of a voluntary or involuntary petition under the Federal Bankruptcy Code.

(3) The appointment of a Receiver or Trustee for

Contractor.

(4) The execution by Contractor of an assignment for the benefit of creditors.

B. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

29. TERMINATION FOR DEFAULT:

A. County may, subject to the provisions of Subparagraph C, hereinbelow, by written notice of default to Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform the services within the time specified in the Agreement or any extension thereof; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms and, in either of these two (2) circumstances, does not cure such failure

within a period of ten (10) days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

B. In the event County terminates this Agreement in whole or in part as provided in Subparagraph A, hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any excess costs incurred by County, as determined by County, for such similar services, provided that Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph.

C. Except with respect to defaults of subcontractors, Contractor shall not be liable for any such excess costs if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of Contractor, as determined by County. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State governments in their sovereign capacities, fires,

floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, as determined by County, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule, as determined by County.

D. If, after the notice of termination of this Agreement under the provisions of this Paragraph, it is determined for any reason that Contractor was not in default under the provisions of this Paragraph, or that the default was excusable under the provisions of this Paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 30 (Termination for Convenience),

hereinbelow.

E. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and provided by law or under this Agreement.

F. As used in Subparagraph C, hereinabove, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

30. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated in whole or in part from time to time when such action is deemed by County and Contractor to be in its best interest. Termination of services hereunder shall be effected by delivery to the non-notifying party of a thirty (30) day by the County, and of a one hundred and twenty (120) days by the Contractor, advance Notice of Termination specifying the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall stop services under this Agreement on the date and to the extent specified in such Notice of Termination.

After receipt of a Notice of Termination, Contractor shall

submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine in the reasonable exercise of its judgment on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor, for a period of seven (7) years after final settlement under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect of the termination of services hereunder. All such books, records, documents or other evidence shall be retained by Contractor or made available by Contractor at a location in Los Angeles County and shall be made available within twenty (20) working days of County's request during County's normal business hours to representatives of County for purposes of inspection or audit. In the event that such books,

records, documents, or other evidence are located outside Los Angeles County, then, at Contractor's option, such inspection or audit shall take place at an agreed place at such location, and Contractor shall pay County for travel, per diem, and other costs related to such inspection or audit.

31. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to Contractor's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the county Auditor-

Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

32. SUBCONTRACTING: Although it is the intent of the parties that all services hereunder are to be provided by Contractor's employees, both parties agree that Contractor may encounter a need for highly specialized services for which Contractor may find it necessary to subcontract. The requirements for such limited use of subcontracting are as follows:

A. No performance of this Agreement or any portion thereof shall be subcontracted by Contractor without the prior written consent of Director or his/her authorized designee(s). Any attempt by Contractor to subcontract any performance of services under this Agreement without the prior written consent of Director or his/her authorized designee(s) shall be null and void and shall constitute a material breach of this Agreement.

B. In the event Director or his/her authorized designee(s) may consent to subcontracting, each and all of the provisions of this Agreement and any amendment thereto

shall extend to, be binding upon, and inure to the benefit of, the successors or administrators of the respective parties.

C. In the event that Director or his/her authorized designee(s) would consent to subcontracting, Contractor shall include in all subcontracts under the terms of a prime contract with the County of Los Angeles and shall be subject to all the provisions of such prime contract. All representations and warranties shall inure to the benefits of the County of Los Angeles.

D. Contractor's request to Director or his/her authorized designee(s) for approval to enter into a subcontract shall include:

(1) A description of the services, to be provided by the subcontract.

(2) Identification of the proposed subcontractor and documented explanation as to the qualifications of the Subcontractor and the ability to provide services required in the Contract, and to include a description of Contractor's efforts to obtain competitive bids of why and how the proposed subcontractor was selected.

(3) Any other information and/or certifications

requested by Director or his/her authorized designee(s).

E. All subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of any subcontractor. Approval of the provisions of any subcontract by Director or his/her authorized designee(s) shall not be construed to constitute a determination of the allocability of any cost under this Agreement.

F. Contractor shall be solely liable and responsible for any and all payments and other compensation for all subcontractors. County shall have no liability or responsibility for any payment or other compensation for any subcontractor.

33. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court ordered child, family, and spousal

support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department (CSSD) Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

34. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 33 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), hereinabove, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available

to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County's CSSD shall be grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to Paragraph 29 (Termination for Default), hereinabove, and pursue debarment, pursuant to County Code Chapter 2.202.

35. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify, defend, and hold County harmless against any and all loss or damage County may suffer

arising from any Federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

36. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set for in Internal Revenue Service Notice 1015.

37. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a reemployment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as vacancies occur after the

implementation and throughout the term of this Agreement.

Notwithstanding any other provision of the Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

38. CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet Contractor's minimum qualifications for the open position. The County will refer GAIN participants by job category to Contractor.

39. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS:

Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last County

fiscal year for which funds were appropriated. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

40. COUNTY'S QUALITY ASSURANCE PLAN: Director may evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation may include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which Director determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to County's Board of Supervisors. The report will include improvement/ corrective action measures taken by Director and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate Agreement or impose other penalties as specified in Agreement.

41. RESTRICTIONS ON LOBBYING: If any federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully

complies with all such certification and disclosure requirements.

42. COUNTY LOBBYISTS: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010. retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

43. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall

have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service.

B. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve-month (12) period under one (1) or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor.

C. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve-month (12) period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any

subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract Agreement.

D. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. Attached hereto, as Exhibit B, is the required

form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception", to be completed by the Contractor.

E. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

44. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit C attached hereto and incorporated herein by reference of this Agreement, and is also available on the Internet at www.babysafela.org for printing purposes."

45. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind

whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

46. NON-APPROPRIATION OF FUNDS CONDITION: County shall not be obligated by any provision of this Agreement during any of County's future July 1 through June 30 fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each such future fiscal year. If County's Board of Supervisors fails to appropriate funds for any such future Fiscal Year, this Agreement shall be deemed to have terminated on June 30 of the prior Fiscal Year. Director shall notify Contractor in writing of the non-allocation of funds at the earliest possible date.

47. COMPLIANCE WITH APPLICABLE LAW: Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions

required thereby to be included in this Agreement are hereby incorporated by reference. Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

48. NONEXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or resources.

49. COUNTY AUDIT SETTLEMENTS: If, at any time during the term of this Agreement or at any time after the expiration or prior termination of this Agreement, representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than the payments made by County to Contractor, then the difference shall be at Director's option, be either repaid by Contractor to County by cash payment upon demand or, deducted from any amounts due to Contractor from

County. If such audit finds that County's dollar liability for services provided hereunder is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment.

50. WARRANTY AGAINST CONTINGENT FEES: Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

51. PUBLIC RECORDS ACT: Any document submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books and accounting records become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements

in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records marked "trade secret", "confidential", or proprietary", Contractor agrees to indemnify County from all costs and expenses, including reasonable legal fees, in action or liability arising under the Public Records Act.

52. CONFLICT OF TERMS: To the extent there exists any conflict between the language of the body of this Agreement and that of any exhibits attached hereto, the former shall govern and prevail.

53. COMPLAINTS: Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints. Within fifteen (15) business days after the effective date of this Agreement, Contractor shall provide County with Contractors policy for receiving, investigating and

responding to County's complaints. County will review Contractors policy and provide Contractor with requested changes or approval of said plan. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five (5) business days. If, at any time Contractor wishes to change Contractor's policy, the Contractor shall submit proposed changes to County for approval before implementation. Contractor shall preliminarily investigate all complaints and inform County of the status of the investigation within five (5) business days of receiving the complaint. When complaints cannot be resolved informally, a system follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines. Copies of all written responses shall be sent to County within three (3) business days of mailing to the complainant.

54. NOTICE OF DISPUTES: Contractor shall bring to the attention of County any dispute between Contractor and County regarding the performance of services as stated in this Agreement. If County and Contractor are unable to resolve the dispute, the Director, or his/her designee shall resolve it as set forth in Paragraph 56 hereinbelow.

55. INTERPRETATION OF AGREEMENT, SPECIFICATIONS AND DISPUTES:
Should any misunderstanding arise, Director will interpret the Agreement. If Contractor disagrees with the interpretation of Director, Contractor shall continue with the work in accordance with

Director's interpretation. Within thirty (30) days after receipt of the interpretation Contractor may file a written request with the Director for a hearing before a Dispute Review Panel as provided hereinbelow. The written request shall outline in detail the area of dispute. The Dispute Review Panel will be appointed by Director and will be composed of not less than three (3) County personnel having experience in the administration of service agreements. The Panel will convene within one week of appointment in order to hear all matters related to the dispute. The hearing will be informal and formal rules of evidence will not apply. The Panel will submit its recommendation to the Director, for his consideration, within one (1) week following the conclusion of the hearing. Director shall render a final interpretation after reviewing the Panel's recommendation.

56. RECYCLED BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

57. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

58. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

59. SURVIVAL OF CERTAIN OBLIGATION OF CONTRACTOR:
Notwithstanding any other provision in this Agreement or any expiration or termination of this Agreement, Contractor's obligations as set in Paragraph 15, Indemnification, and Paragraph 16, General Insurance, and all other obligations of Contractor under this Agreement to indemnify, defend and/or hold harmless County.

60. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. County's Director of Health Services shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by the parties by giving ten (10) days prior written notice thereof to the parties.

To County: (1) Department of Health Services
 Emergency Medical Services Agency

5555 Ferguson Drive, Suite 220
Commerce, California 90022

Attention:

Fiscal Manager

(2)

Department of Health Services
Contracts and Grants Division
313 North Figueroa Street
Sixth Floor-East
Los Angeles, California 90012

Attention:

Director, Contracts Administration

To Contractor:

Long Beach Memorial Medical Center
2801 Atlantic Avenue
Long Beach, California 90806-1737

Attention:

Chief Executive Officer

IN WITNESS WHEREOF, the Board of Supervisors of the County of
Los Angeles has caused this Agreement to be subscribed by its

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Director of Health Services or his designee, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

LONG BEACH MEMORIAL MEDICAL CENTER
Contractor

By _____
Signature

By _____
(Type Name)

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Irene E. Riley, Director
Contract Administration

AGREECD3433:CVM
CVM:07/08/04

EXHIBIT A

ESTIMATED EXPENSES FISCAL YEAR 2003-04

Paramedic Training Institute - Pediatric Education Program

Long Beach Memorial Medical Center

| | | | |
|-------------------|-----------------------------|---------------------------------------|-----------------|
| RN Coordinator: | Administrative Functions | 10 hr/month X 12-months @ \$30/hr | \$3,600 |
| Medical Director: | Stipend | | \$1,500 |
| Education: | Lectures: | MD 5-sessions x 7.5/hr x \$100/hr | \$3,750 |
| | | *RN 5-sessions x 8.0/hr x \$30/hr | \$1,200 |
| | Simulations; | *RN 5-sessions x 12.0/hr x \$30/hr | \$1,800 |
| | | RN 5-sessions x 12.0/hr x \$30/hr | \$1,575 |
| | Clinical: | *RN 5-sessions x 64.0/hr x \$30/hr | \$9,600 |
| Other: | Miscellaneous/ Supplies: | \$2,075/5-years | \$ 415 |
| **TOTAL: | | | \$23,440 |

* Performed by RN Coordinator

** Total amount applicable for subsequent fiscal years covered by Agreement (2004-05, 2005-06, 2006-07, 2007-08)

AGREECD3433:CVM
cvm:07/08/04

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXEMPTION AND CERTIFICATION FORM**

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) or contract extensions is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders, proposers or current contractors, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempt from the Program.

| | | |
|--|-----------|-----------|
| Company Name: | | |
| Company Address: | | |
| City: | State: | Zip Code: |
| Telephone Number: | () | |
| Solicitation For (Type of Goods or Services): | | |

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

☐ My Business does not meet the definition of "contractor", as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exemption is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program. "OR"

Part II: Certification of Compliance

☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

| | |
|-------------|--------|
| Print Name: | Title: |
| Signature: | Date: |

AGREECD3301 : CVM : 07/08/04

SAFELY SURRENDERED BABY LAW

**no shame.
no blame.
no names.
now there's a way to
safely surrender your baby**

The Newborn Abandonment Law - A Confidential Safe Haven For Newborns

In California, the Newborn Abandonment Law allows an individual to give up an unwanted infant with no fear of arrest or prosecution for abandonment as long as the baby has not been abused or neglected. The law does not require that names be given when the baby is surrendered. Parents are permitted to bring a baby within 3 days of birth to any hospital emergency room or other designated safe haven in California. The baby will be placed in a foster or pre-adoptive home.

In California, no one ever has to abandon a child again.

In Los Angeles County:

(877) BABY SAFE

(877) 222-9723

babysafela.org

State of California
Gray Davis, Governor
Health and Human Services Agency
Grantland Johnson, Secretary
Department of Social Services
Rita Saenz, Director

Los Angeles County Board Of Supervisors
Gloria Molina, Supervisor, First District
H.Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles

What is the Newborn Abandonment Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

Does a parent have to tell anything to the people taking the baby?

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

Why is California doing this?

The purpose of the Newborn Abandonment Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out.

Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Newborn Abandonment Law, this tragedy doesn't ever have to happen in California again.

The Eighteenth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Newborn Abandonment Law.

This baby was the eighteenth child protected under California's Newborn Abandonment Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

Every baby deserves a chance for a healthy life. If you or someone you know is considering giving up a child, learn about your options.

Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.

**sin pena.
sin culpa.
sin nombres.**

**ahora hay una manera para entregar
a su bebé sin ningún peligro**

Ley Sobre Cómo Entregar A Su Bebé Sin Ningún Peligro....

Un refugio seguro y confidencial para los recién nacidos.

La ley sobre cómo entregar a su bebé sin ningún peligro permite que una persona entregue a su bebé sin tener miedo de ser arrestada o recibir enjuiciamiento siempre y cuando el bebé no haya sufrido abuso o negligencia. No requiere que se proporcione ningún nombre ni otra información al momento que se entregue el bebé. Permite que los padres entreguen a su bebé, antes de que pasen tres días de su nacimiento, en la sala de emergencia de un hospital u otros lugares designados como refugios seguros en California. El bebé se colocará en un hogar de crianza temporal o en un hogar pre-adoptivo.

En California, nunca nadie tiene que volver a abandonar a un bebé.

En el Condado de Los Angeles:

(877) BABY SAFE

(877) 222-9723

babysafela.org

Estado de California
Gray Davis, Governor
Secretaría de Salud y Servicios Humanos
Grantland Johnson, Secretary
Departamento de Servicios Sociales
Rita Saenz, Director

**Junta de Supervisores
del Condado de Los Angeles**
Gloria Molina, Supervisora del Primer Distrito
Yvonne Brathwaite Burke, Supervisora del Segundo Distrito
Zev Yaroslavsky, Supervisor del Tercero Distrito
Don Knabe, Supervisor del Cuarto Distrito
Michael D. Antonovich, Supervisor del Quinto Distrito

Esta Iniciativa también está apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la ley sobre cómo entregar a su bebé sin ningún peligro, conocida en inglés como "Newborn Abandonment Law" ? Es una ley nueva. Bajo esta ley, una persona puede entregar a su bebé de manera confidencial. Siempre y cuando el bebé no haya sufrido abuso o negligencia, la persona puede entregar a su bebé sin tener el miedo de ser arrestada o recibir enjuiciamiento.

¿Cómo funciona? Un padre/madre angustiado que no puede o no quiere cuidar a su bebé puede, legalmente y en forma confidencial y segura, entregar a su bebé antes de que pasen tres días de su nacimiento. Todo lo que se requiere es que se lleve al bebé a la sala de emergencia de un hospital en California. Una banda de identificación se colocará en el brazo del bebé. Una banda con la misma identificación se le entregará al padre/madre. Dicha banda de identificación ayudará a conectar al padre/madre con el bebé si es que él o ella quiere recuperarlo.

¿Puede solamente el padre/madre entregar al bebé? En la mayoría de los casos, el padre/madre entregará al bebé al hospital. La ley permite que otra persona entregue al bebé si es que tiene la custodia legal.

¿Tiene el padre/madre que llamar antes de entregar al bebé? No. Un padre/madre puede entregar al bebé en un hospital en cualquier momento, las 24 horas al día, los 7 días de la semana.

¿Tiene el padre/madre que divulgar algo a la persona a la que le entregue el niño? No. No se requiere nada. Sin embargo, el personal del hospital le entregará al padre/madre un cuestionario sobre información médica que está diseñado para obtener un historial médico de la familia. Esto puede ser muy útil para el cuidado del niño, pero completar el cuestionario es la decisión de los padres.

¿Qué le sucede al bebé? Se examinará al bebé y se le proporcionará tratamiento médico si es que lo necesita. Luego, la Oficina de Servicios para la Protección de Niños se hará cargo de la custodia y colocará al bebé en un hogar de crianza temporal o en un hogar preadoptivo. información acerca del bebé.

¿Qué le sucede a los padres? Una vez que hayan entregado al bebé de una manera segura, estarán libres de irse.

¿Qué sucede si un padre/madre quiere recuperar al niño? El padre/madre (o padres) puede llevar la banda de identificación al hospital. El personal del hospital le proporcionará **¿Por qué está California haciendo esto?**

El propósito de la ley sobre cómo entregar a su bebé sin ningún peligro es proteger a los bebés para que no mueran o sufran algún daño debido a que fueron abandonados. Es posible que haya escuchado historias trágicas de bebés que fueron abandonados en basureros o en baños públicos.

Posiblemente, las personas que cometieron estos actos estaban bajo una severa angustia emocional. Las madres pudieron haber escondido sus embarazos, temerosas de lo que sucedería si sus familias se enteraran. Debido a que tenían miedo y no tenían ningún lugar donde buscar ayuda, ellas abandonaron a sus bebés. Abandonar a un bebé significa un gran peligro para

dicho bebé. También es ilegal. Muchas veces, esto resulta en la muerte del bebé. Debido a la ley sobre cómo entregar a su bebé sin ningún peligro, esta tragedia nunca tiene que pasar otra vez en California.

El décimo octavo bebé que fue entregado sin ningún peligro en California: A las 8:30 de la mañana del jueves, 25 de julio de 2002, un bebé recién nacido y saludable se entregó en el centro médico St. Bernardine en San Bernardino, bajo lo estipulado en la ley sobre cómo entregar a su bebé sin ningún peligro. El bebé fue la décima octava criatura protegida bajo esta ley. Como lo estipula la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencia, un pediatra lo examinó y está saludable y bien. El bebé se colocó en un hogar de crianza temporal donde recibió cuidado por un corto tiempo mientras se empezaban los trámites de adopción.

Cada bebé merece la oportunidad de tener una vida saludable. Si usted, o alguien más a quien conoce, está considerando entregar a su bebé, conozca sus opciones.

Ciertamente, nosotros preferiríamos que las mujeres buscaran ayuda mientras están embarazadas, no después de que dan a luz, para recibir cuidado médico y asesoramiento apropiados. Pero al mismo tiempo, queremos asegurarles a los padres, que si deciden no quedarse con su bebé, que no irán a la cárcel si lo entregan a unas manos seguras en la sala de emergencia de un hospital.